

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 Mike C. Buckley (SBN 44919)
 Email: mbuckley@reedsmith.com
 2 Joonsik Maing (SBN 240927)
 Email: joonsikmaing@reedsmith.com
 3 REED SMITH LLP
 1999 Harrison Street, Suite 2400
 4 Oakland, CA 94612-3572

5 **Mailing Address:**
 P.O. Box 2084
 6 Oakland, CA 94604-2084

7 Telephone: +1 510 763 2000
 Facsimile: +1 510 273 8832
 8

9 Attorneys for Plaintiff
 GENERAL ELECTRIC CAPITAL
 10 CORPORATION, a Delaware corporation

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 GENERAL ELECTRIC CAPITAL
 CORPORATION, a Delaware corporation,

Case No. C 08-5213 PJH

14 Plaintiff,

**STIPULATED AND AGREED
 INJUNCTION AND ORDER FOR WRIT
 OF ATTACHMENT**

15 v.

16 FRONTIER CONTRACTING, INC., a California
 17 corporation, and ARTHUR VOLLERT, a citizen
 and resident of California,

18 Defendants.
 19

20 This matter comes before the Court on the Motion of Plaintiff, General Electric Capital
 21 Corporation ("GE Capital"), for Writ of Attachment, Temporary Restraining Order, and Preliminary
 22 Injunction (the "Motion"). Due and proper notice having been given to Defendants, Frontier
 23 Consulting, Inc., ("Frontier") and Arthur Vollert ("Vollert"); the Court having considered the
 24 Complaint, the Declaration of Rena M. Harris (the "Harris Declaration"), the Motion, Plaintiff's
 25 Memorandum of Law in support of the Motion and the exhibits attached thereto; Plaintiff's Reply in
 26 Support of the Motion; and Defendants' Opposition to the Motion and the Declaration of Arthur
 27 Vollert ("Vollert Declaration"); the parties being in agreement; the Court being otherwise duly
 28

1 advised in the premises;

2 IT IS HEREBY PROVISIONALLY FOUND THAT:

3
4 1. Frontier is in payment default under: (1) the Loan and Security Agreement dated
5 September 27, 2004, between GE Capital, and assignee and successor-in-interest to Citicapital
6 Commercial Corporation ("Citicapital"), as lender, and Frontier, as debtor; and (2) the Loan and
7 Security Agreement dated December 22, 2004, between GE Capital, as assignee and successor-in-
8 interest to Citicapital, as lender, and Frontier, as debtor (collectively, the "Loan and Security
9 Agreements").

10 2. GE Capital is the assignee of and successor-in-interest to Citicapital with respect to
11 the Loan and Security Agreements.

12 3. GE Capital possesses, as security for the loans referenced in the Loan and Security
13 Agreements, security interests in the road equipment referenced therein, specifically: one (1)
14 Peterbilt Model 379 Truck, V.I.N. INP5LB9XX5D842238 ("Peterbilt"); and one (1) Reliance 15-
15 foot Elliptical Transfer Dump Body, V.I.N. 5REFA52865S054055 ("Reliance") (collectively the
16 Peterbilt and Reliance are known as, the "Collateral").

17 4. The Loan and Security Agreements entitle GE Capital to repossess and remove the
18 Collateral in the event of payment default by Frontier.

19 5. To date, GE Capital has not reclaimed, and Frontier has not returned, the Collateral.

20 6. The inability of Frontier to satisfy its arrearages to GE Capital indicates that Frontier
21 likely would be unable to pay any substantial money judgment entered against it.

22 7. Frontier has or should have dispatch, routing, and tracking systems which enable it to
23 identify the location and operational status of the Collateral on a real time basis, and which enable it
24 to communicate with its field managers, dispatchers, and/or individual drivers to relay operational
25 information and instructions.

26 8. GE Capital will suffer irreparable injury for which no adequate remedy at law exists
27 unless Frontier and other persons and firms having knowledge of this injunction are: (a) enjoined
28 from continuing to use the Collateral; (b) prevented from utilizing the Collateral after completion of

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 deliveries currently in progress; (c) ordered to advise GE Capital of the location of the Collateral;
2 and (d) ordered to surrender the Collateral to GE Capital.

3 Based on these provisional findings, the Complaint and exhibits attached thereto, the Harris
4 Declaration, the arguments made and authorities cited in the Motion and the Memorandum in
5 support thereof, the Reply in support of the Motion; and the Opposition to the Motion and the
6 Vollert Declaration, IT IS HEREBY ORDERED THAT:

7 1. Frontier and any of its responsible managing agents, officers, directors, or employees
8 (acting within the scope of his or her office or employment) and any other person or firm
9 having actual notice of this Stipulated and Agreed Injunction and Order for Writ of
10 Attachment ("Stipulated Order"), including but not limited to the domestic agents of
11 Frontier, together with their officers, directors, or employees (acting within the scope of his
12 or her office or employment), are hereby enjoined and restrained, until expiration of this
13 Stipulated Order for Writ of Attachment by its terms and any extension hereof, from using
14 the Collateral after completion of the deliveries in the ordinary course of business that are
15 currently en route as of the date of the entry of this Stipulated Order;

16 2. Frontier and any of its responsible managing agents, officers, directors, or employees
17 (acting within the scope of his or her office or employment) and any other person or firm
18 having actual notice of this Stipulated Order, including but not limited to the domestic agents
19 of Frontier, together with their officers, directors, or employees (acting within the scope of
20 his or her office or employment), are hereby ordered to immediately disclose the precise
21 location of the Collateral to GE Capital or to agents designated by GE Capital in order for
22 GE Capital to reclaim same;

23 3. Frontier and any of its responsible managing agents, officers, directors, or employees
24 (acting within the scope of his or her office or employment) and any other person or firm
25 having actual notice of this Stipulated Order, including but not limited to the domestic agents
26 of Frontier, together with their officers, directors, or employees (acting within the scope of
27 his or her office or employment), are hereby ordered to immediately surrender the Collateral
28 in their possession to GE Capital, and forthwith take all actions necessary to allow GE
Capital to obtain access to and possession of the Collateral, including terminating sub-leases,
if any, and obtaining the Collateral from third party sub-lessors;

4. Frontier shall immediately notify all of its responsible managing agents, officers,
directors, and employees of the entry of this Stipulated Order;

5. This Stipulated Order is effective without the necessity of the posting of a bond.

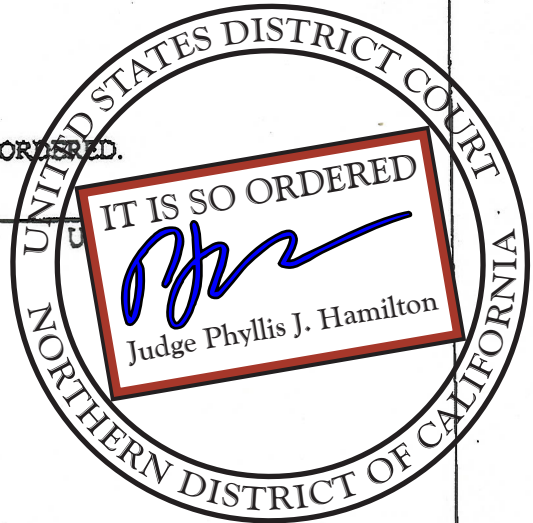
JAN-14-2009(WED) 12:29 1173
JAN-14-2009(WED) 11:36 1173

P. 003/003
P. 012/012

1 Agreed and Stipulated to:
2 GENERAL ELECTRIC CAPITAL CORPORATION
3 By: [Signature]
4 Its Attorneys
5 Frontier Contracting, Inc.
6 By: [Signature]
7 Its [Signature]
8 Arthur Volland
9 [Signature]

10 Dated: January 22, 2009

SO ORDERED.



14 ORDER PREPARED BY:

15 Joonsik Maing, Esq.
16 REED SMITH LLP
17 1999 Harrison Street
18 Suite 2400
19 Oakland, CA 94612-3572
20 Tel: 312.207.1000
21 Fax: 312.207.6400

22 Wendy Haskell, Esq.
23 Adams & Associates
24 Post Office Box 1902
25 Santa Rosa, CA 95402-1902
26 Telephone: 707 575 8888
27 Facsimile: 707 577 8010
28

REED SMITH LLP
A limited liability partnership organized in the State of Delaware

C 08-5213 PJH

- 4 -

US_010120332.1-015003-00097

STIPULATED AND AGREED INJUNCTION AND ORDER FOR WRIT OF ATTACHMENT

PAGE 12/12
P. 012

FRONTIER CONTRACTING
707 939 4873

Rx Date/Time 01/14/2009 11:02
JAN-14-2009(WED) 11:55
707-939-4873